

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RE Transportation, Inc.		07/29/2008	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	191 Peachtree Street, N.E.		
Internal Address:	Suite 3800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Bank: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2609818	LGX	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-572-4786		
Email:	epolak@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1180 Peachtree St.		
Address Line 2:	ATTN: Gerald T. Woods		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	02532.009040		
NAME OF SUBMITTER:	Gerald T. Woods		
Signature:	/Gerald T. Woods/		

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TRADEMARK
REEL: 003829 FRAME: 0513

Date:

08/05/2008

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 29, 2008, is made by the undersigned (each individually, a "Company" and collectively, if more than one, the "Companies") to and in favor of REGIONS BANK ("Lender").

WITNESSETH:

RECITALS.

A. The Companies own and use certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lender proposes to make certain loans to the Companies pursuant to a Loan and Security Agreement, dated of even date herewith, between the Lender and the Companies (among others) (as amended or modified from time to time, the "Security Agreement"); and

C. Pursuant to the Security Agreement, the Companies have granted a security interest to Lender in the property described therein, including, without limitation, all of the Companies' Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Companies now have or hereafter acquire rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. In furtherance of the Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Companies grant a security interest to Lender in the Property (as hereinafter defined) pursuant hereto;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the applicable office or agency of the United States of America referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Companies hereby grant a security interest to the Lender in all of the Companies' right, title and

interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by any Company or in which such Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Companies symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by any Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Companies do hereby further acknowledge and affirm that the representations, warranties and covenants of the Companies with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. If at any time before the termination of this Agreement, any Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and such Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Companies authorize the Agent to modify this Agreement by amending Schedule I to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 4.

5. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee, except to the extent that perfection (and the effect of perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of Tennessee.

[Signature page(s) follow(s)]

IN WITNESS WHEREOF, each Company has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

"COMPANY"

RE TRANSPORTATION, INC.,

By: 

Name: Philip L. Dunavant

Title: Chief Operating Officer

TRADEMARK

REEL: 003829 FRAME: 0517

SCHEDULE I

REGISTERED U.S. TRADEMARKS

DESCRIPTION

REGISTRATION NO.

"LGX"

2609818